



Microsoft Select **Enrollment** (Indirect – State and Local – No CD)

Microsoft Business Agreement number (if applicable) <i>Reseller or Microsoft affiliate to complete</i>		Enrollment number <i>Microsoft affiliate to complete</i>	
Select Agreement number <i>Reseller or Microsoft affiliate to complete</i>	01S64680	Previous enrollment number <i>Reseller to complete</i>	
Select Agreement Expiration Date <i>Reseller or Microsoft affiliate to complete</i>	10/31/2006	Previous enrollment end date <i>Reseller to complete</i>	

This Microsoft Select Enrollment is entered into between the following entities. Each party will notify the other in writing if any of the information in the following table changes.

Customer		
Name of Entity		Contact Name (This person handles access to online information and receives notices unless a different contact is provided below.)
Street Address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax
Microsoft Account Manager Name		Microsoft Account Manager Email Address
Contracting Microsoft Affiliate		
Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept. 551, Volume Licensing		

If online access and notices should be provided to someone or some place other than above, complete this section:		
Name of Entity		Contact Name
Street Address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:

Name of Entity		Contact Name
Street Address		Contact E-mail Address (required for online access)
City	State/Province	Phone
Country	Postal Code	Fax

Definitions. When used in this enrollment, “you” refers to the entity that signs this enrollment with us and “we” or “us” refers to the Microsoft entity that signs this enrollment. “Large Account Reseller” means the entity that is certified by the Contracting Microsoft Affiliate to purchase licenses directly from such Contracting Microsoft Affiliate under the Select license program. “Indirect Reseller” means the entity chosen by you to purchase licenses from the Large Account Reseller on your behalf, and to resell such licenses to you. All other definitions in the Microsoft Select Agreement identified above apply here.

Effective date. If you are renewing Software Assurance coverage (or similar upgrade protection) from one or more previous Microsoft agreements, then the effective date of this enrollment will be the day after the earliest expiration of such coverage. Otherwise the effective date will be the date this enrollment is signed by us. Where a previous Microsoft agreement is being used, your reseller will require the agreement number and agreement end date to complete the applicable boxes above.

Term. This enrollment will expire on the date on which the Microsoft Select Agreement expires, unless it is terminated earlier as provided for in that Agreement.

Representations and warranties. By signing this enrollment, the parties agree to be bound by the terms of this enrollment, and you:

- (i) agree to be bound by the terms of this enrollment;
- (ii) agree that you shall not be entitled to receive free CD-ROM kits pursuant to this enrollment, unless a separate amendment to this enrollment is executed upon which you acknowledge that you expect to purchase a total of 750 points of product during the term of the Select Agreement;
- (iii) agree that you are responsible for ordering licenses, either from the Indirect Reseller pursuant to this enrollment, or from another enrollment to which you are a party, and for confirming that license confirmations have been posted to the website referenced in Section 4 of the Select Agreement;
- (iv) agree that the Indirect Reseller’s failure to order, from the Large Account Reseller, those licenses which you order from the Indirect Reseller, will result in you not being licensed for the copies of the product(s) to which such orders pertain; and you shall be responsible for obtaining such licenses in accordance with the terms of the agreement;
- (v) represent and warrant that you have read and understand the Microsoft Select Agreement, including but not limited to the provisions regarding verification of compliance and any amendments to that Agreement, and the product use rights, and agree to be bound by those; and
- (vi) represent and warrant that the information you have provided on this enrollment is accurate

Non-exclusivity. This enrollment is non-exclusive. Nothing contained in it requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.

Microsoft Volume Licensing Web Sites

(Note: We will advise you of any changes to these URLs.)

Product Use Rights	http://microsoft.com/licensing/resources/
Product List	http://microsoft.com/licensing/resources/
Microsoft Volume Licensing Services (MVLS) (password protected site to view orders under this enrollment)	https://licensing.microsoft.com/
User Guide	http://microsoft.com/licensing/programs/

Notices to Microsoft should be sent to:	Copies should be sent to:
Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept. 551, Volume Licensing	Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax

This enrollment consists of (1) this cover page, (2) the Shipping Information Form, (3) the Software Assurance Election form, (4) the Indirect Reseller Terms and Conditions, and (5) Reseller Information Form.

Customer	Contracting Microsoft Affiliate
Name of Entity	Microsoft Licensing, GP
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Signature Date	Signature Date (date Microsoft affiliate countersigns)
	Effective Date (may be different than our signature date)

Software Assurance Election Form

1. Software Assurance Membership election:

To become a Software Assurance Member, you must agree to purchase and maintain Software Assurance for all copies of all products licensed under this enrollment from at least one product pool. For a description of benefits resulting from choosing one or more product pools below and additional details regarding the Software Assurance Membership program, please consult your reseller or Microsoft account manager.

For each product pool, mark "yes" or "no" to indicate whether you are committing to purchase and maintain Software Assurance for all copies of all products licensed from that pool under this enrollment.

Product Pools	Yes	No
Applications	<input type="checkbox"/>	<input type="checkbox"/>
Systems	<input type="checkbox"/>	<input type="checkbox"/>
Servers	<input type="checkbox"/>	<input type="checkbox"/>

Note: If you mark "Yes", we will not accept orders for Licenses without Software Assurance.

2. Election to renew Software Assurance (or similar upgrade protection):

If you are renewing Software Assurance (or similar upgrade protection) from a previous Microsoft agreement, mark the box below and provide your previous enrollment number and enrollment end date or Microsoft Open License authorization number and end date to your reseller for it to complete the applicable boxes at the top of the cover page of this enrollment.

For an explanation of the circumstances under which you may renew, see subsection 3(a) (Placing orders) of the Select Agreement.

☐ Yes, I am renewing Software Assurance.

☐ No, I am not renewing Software Assurance.

Indirect Reseller Terms and Conditions

Indirect Reseller agrees that, within five (5) business days following receipt from customer of a purchase order for one or more product licenses, it shall issue a purchase order to the Large Account Reseller for each such product license; and agrees that all licenses ordered pursuant to this enrollment are provided for the sole benefit of the customer and affiliates to which the customer may sublicense, and agrees that such licenses shall not be used for the benefit of the Indirect Reseller.

Indirect Reseller shall keep records related to the product licenses ordered from it by the customer. We may verify compliance, at our expense, during the term of this agreement and for a period of one year thereafter, and Indirect Reseller agrees to provide us with copies of such records immediately upon our written request to do so. To verify compliance, we may engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification by such accountant will take place upon not fewer than 5 days notice, during normal business hours and in a manner that does not interfere unreasonably with the Indirect Reseller's operations. If verification reveals licenses ordered by the customer but not by the Indirect Reseller ("unordered licenses"), the Indirect Reseller must promptly order all such unordered licenses from the Large Account Reseller. If material unlicensed use is found (unordered licenses totaling 5% or more of the licenses ordered from the Indirect Reseller by the customer), the Indirect Reseller must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification by an accountant and do not find material unlicensed use of products, we will not undertake another verification of the Indirect Reseller with respect to the specific customer(s) for which such verification applied for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether Indirect Reseller is in compliance with the terms of this agreement.

Reseller Information Form

Use this form to identify your selected reseller and have your reseller complete the information below and acknowledge your selection by signing below.

General information

Large Account Reseller Company Name Software House International	Indirect Reseller Company Name Digital Intelligence Systems Corp. (DISYS)
Street Address 2 Riverview Drive	Street Address 4151 Lafayette Center Drive, Suite 600
City and State/Province and Postal Code Somerset, NJ 08873	City and State/Province and Postal Code Chantilly, VA 20151
Country USA	Country USA
Contact Name	Contact Name Vijay Soni
Phone 800-527-6389	Phone 703-802-0500
Fax 732-764-8889	Fax 703-802-0798
Email Address <u>msteam@shi.com</u>	Email Address vijay.soni@disys.com

By signing below, the Large Account Reseller confirms that the Large Account Reseller information above is correct.

By signing below, the Indirect Reseller confirms that the Indirect reseller information above is correct, and also signifies that it has read and understands the Indirect Reseller Terms and Conditions above, and agrees to be bound by such terms.

Name of Large Account Reseller Software House International	Name of Indirect Reseller Digital Intelligence Systems Corp. (DISYS)
Signature	Signature
Printed Name	Printed Name
Printed Title	Printed Title
Date	Date